

74. The Monongahela Group has further asserted in correspondence and elsewhere that EQT is prohibited from developing jointly the multiple contiguous Oil and Gas Leases by horizontal deep drilling.

75. Pursuant to Pennsylvania law, where an operator has the right to develop multiple contiguous oil and gas leases separately, it may jointly develop multiple contiguous oil and gas leases by horizontal drilling unless the same is expressly prohibited by the terms of the lease. *See* Oil and Gas Lease Act of July 20, 1979, as amended, Section 2.1 (P.L.183, No. 60).

76. The Oil and Gas Leases do not contain an express prohibition on the joint development of multiple contiguous oil and gas leases by horizontal drilling.

77. Consequently, EQT has the right to develop jointly the multiple contiguous leases by horizontal deep drilling.

78. Despite repeated requests by EQT, the members of the Monongahela Group have wrongfully and without justification continued to refuse to allow EQT and/or its contractors reasonable access to the properties subject to the Oil and Gas Leases in furtherance of its oil and gas development and exploration activities.

79. Because of the interference by the Monongahela Group with EQT's lawful exercise of its right to enter onto and use the subject properties, EQT has been substantially impeded in its operations.

80. Defendants' refusal to permit EQT access to the subject properties has interfered with and violated EQT's contractual, statutory and common law rights.

COUNT I
CLAIM FOR DECLARATORY RELIEF

81. The allegations contained in Paragraphs 1 through 80 of this Complaint are incorporated by reference as though the same were set forth herein in their entirety.